



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date 2/24/2025  
Expiration Date 3/14/2025  
Quote Number 00001587  
Bill To Name Mount Vernon, NY  
Bill To 1 Roosevelt Square  
Mount Vernon, NY 10550  
USA

Description	Line Item Description	Quantity	Total Price
2025 - Fitness Court® and National Campaign Resources		1.00	\$170,000.00
Fitness Court® Studio Add-On		1.00	\$35,000.00
NFC State Sponsor Grant		1.00	-\$50,000.00
	Shipment of this order to be held until Mid May 2025	1.00	\$0.00

Tax % 0.0000%  
Grand Total \$155,000.00

## Terms

### 1. AUTHORIZATION:

Purchaser to reference quote number on approved Purchase Order or contract.

### 2. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court®. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

### 3. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding. Final invoice will be adjusted if the actual tax rate is different from what is listed on this quote.

### 4. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

### 5. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court® that they are responsible for the following items concerning the purchase of the Fitness Court® which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court® with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court® installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court® Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court® until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court® by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court® shall not be held liable for any risk associated with the installation of or use of the Fitness Court®.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court® and all defects related to the installation of the Fitness Court® shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court®, which includes Design, Activation, and Campaign Resources, is sold,



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acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

### 6. LIMITS OF LIABILITY

NFC's total liability under this Agreement to Purchaser, its contractors, subcontractors, affiliates, partners, officers, directors, shareholders and employees (hereinafter "Affiliates"), for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this agreement from any cause or causes except for NFC's intentional acts, is limited to the amount of money paid by Purchaser to NFC under this Agreement. Such causes include, but are not limited to, NFC's negligence, errors, omissions, strict liability, or breach of warranty.

### 7. OWNERSHIP OF DOCUMENTS

All designs, intellectual properties, and related Campaign Services pertaining to the Fitness Court® belong solely to the National Fitness Campaign. All construction data, materials, or documents specifically prepared or assembled by NFC may be used by the Purchaser to aid in the storage, installation, and maintenance of the Fitness Court® only.

### 8. CHANGE ORDERS:

Any changes in scope of work or Terms and Conditions shall be agreed upon in writing by both parties.

### 9. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court® all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, Purchaser Obligations, Limits of Liability, Ownership of Documents, and Change Orders.